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AFFILIATED OFFICES
LOS ANGELES, CALIFORNIA
CHICAGO, ILLINOIS
AUSTIN, TEXAS
PORTLAND, OREGON

55 WASHINGTON STREET
SUITE 323
BROOKLYN, NY 11201-1070

718 797 2341 TELEPHONE
718 222 0481 FACSIMILE

WWW.MARTINEZGROUP.COM

The Martinez Group PLLC

August 21, 2006

Via Electronic Mail

Honorable Richard J. Holwell
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 1007

Re: Lisa Mazur, d/b/a Lisa Mazur Design v. American University
of Antiqua College of Medicine
Case No.: 06-CV-4278
Our Docket: 1111-2

Dear Judge Holwell:

We respectfully advise the Court that the parties have negotiated and reached a consensual resolution in connection with the above-identified matter. Transmitted herewith are copies of the Settlement Agreement and the parties' Proposed Order in connection therewith.

Review, acceptance and Entry of the Order are each respectfully requested. On behalf of Plaintiff, kindly accept our thanks for the continued assistance of the Court in this matter. Please feel free to contact the undersigned if there are further instructions or any questions.

Respectfully submitted,
THE MARTINEZ GROUP PLLC

By: _____

Frank J. Martinez (FJM-2149)
Attorney for Plaintiff,
Lisa Mazur

Encls.

cc: Leonard A. Sclafani
Attorney for Defendant AUA

SETTLEMENT AGREEMENT
COPYRIGHT ASSIGNMENT
AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into and effective as of this 27th day of July, 2006 (the "Effective Date"), by and between Lisa Mazur d/b/a Mazur Design, having an office at 121 West 27th Street, Suite 401, New York, New York 10001 ("Mazur") and American University of Antigua College Medicine, having an office at 501 Fifth Avenue, Suite 1600, New York, New York 10017, ("AUA") (individually a "Party," collectively the "Parties").

WHEREAS, Mazur is the author, designer and owner of the collection of artwork, Powerpoint presentation and advertising materials collectively entitled the COLLECTION OF ARTWORK TEXT AND A TV COMMERCIAL FOR ADVERTISING and the images and text embodied therein (hereinafter referred to as the "Works"), which are the subject of U.S. Copyright Registration Serial No.: VA 1-348-656;

WHEREAS, AUA engaged Mazur to provide services in the nature of creating works in the nature of graphic design, Powerpoint presentations, an Internet website, a television commercial, and an advertising campaign for the purposes of marketing, advertising, and promoting the services of AUA (collectively "the Works");

WHEREAS, a dispute has arisen between the Parties concerning the Works and an action was instituted in the United States District Court, Southern District of New York, as Case No.: 06-CV-4278 (RJH) (the "Dispute") and the Parties, without continued allegations or admissions of any kind and desiring to amicably resolve the Dispute so as to avoid unnecessary expense and further litigation, each desire to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual representations, warranties and covenants contained herein, the Parties do hereby agree as follows:

1. Recitals Incorporated

The above-stated recitals are hereby restated, incorporated by reference and made a part of this Agreement.

2. Grant of Use

Subject to the provisions of this Agreement, and in consideration of the Sum noted below, Mazur hereby sells, transfers, and conveys to AUA the Works together with the above-referenced U.S. Copyright registration thereto.

3. Consideration

3.1 In consideration for the Works, the Copyright registration thereto and the release granted herein, AUA shall pay to Mazur, a sum in the amount of \$US15,000.00 (Fifteen Thousand Dollars), (the "Sum") immediately upon execution of this Agreement and as consideration of the full and complete settlement and release, with prejudice, of the Dispute from any and all

liability for all past and present causes of action Mazur had, has and may have against AUA in connection with the use of the Works from now until the end of time. The Parties expressly agree that the Settlement and Release shall be for the benefit of AUA, its principals, officers, directors, employees, affiliates, successors, vendors, customers, and agents.

3.2 Upon full payment of the Sum, the Works and all right, title and interest therein, including all copyrights associated therewith, shall be the sole and exclusive property of AUA.

3.3 The Sum/Release payment shall be paid by cashier's check, bank check or wire transfer and shall be effective upon clearance of the check or receipt of the transferred funds and shall be made payable in the following manner:

If by Wire:

The Martinez Group PLLC, Escrow Account
Benefit of Lisa Mazur d/b/a Mazur Design, Settlement 06-CV-4278
JPMorgan Chase Bank
ABA No.: 021000021
Acct. No.: 028094276165

If by Check:

The Martinez Group PLLC, Escrow Account
Benefit of Lisa Mazur d/b/a Mazur Design, Settlement 06-CV-4278
55 Washington Street, Suite 323
Brooklyn, New York 11201-1070

4. Release

Upon full execution hereof and payment of the Sum, Mazur agrees to release and discharge, with prejudice, AUA, its principals, officers, directors, employees, affiliates, successors, assigns, vendors, customers, and agents from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespass, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which Mazur or its successors or assigns ever had, now have or hereinafter can, shall or may have against AUA for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the Effective Date of this Agreement for the actions identified herein.

5. Representations and Warranties

- 6.1 Mazur represents and warrants the Works are original and does not infringe the rights of any third party.
- 6.2 Mazur represents and warrants that she is fully able to enter into this Agreement, transfer the Works and grant the Release set forth herein.

6. No Admission

This Agreement is the result of a resolution, compromise, and settlement between the parties hereto and is not an admission by any party as to the merits of any claim or defense raised by any other party hereto.

7. Complete Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements, promises, representations and negotiations, whether written or oral, between the parties.

8. Modification

This Agreement may be amended or modified only in writing by mutual agreement of the Parties.

9. Governing Law

The validity, construction, and performance of this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New York as it applies to contracts entered into and wholly performed therein and without giving effect to its conflict of law principles or the conflict of laws principles of any other jurisdiction. The parties expressly waive any jurisdiction or venue defenses. The parties further expressly consent to the jurisdiction of the United States District Court, Southern District of New York over any dispute or action arising out of this Agreement and Release.

10. Survival

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remaining provisions shall be unimpaired, and the invalid, illegal, void or unenforceable provision shall be replaced by a mutually acceptable provision which most closely resembles the intent of the original provision.

11. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and when together, shall form a complete document. The counterparts may be transmitted by facsimile or electronic mail.

12. Numbering of Sections

The Captions of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provision of this Agreement.

13. Consultation with an Attorney

The Parties acknowledge and represent that each has been afforded an opportunity to consult with, and have consulted with, an attorney of their own choice in connection with the execution of this Agreement, and have relied upon the advice of such attorney in executing this Agreement.

FROM : Lisa Mazur Design

FAX NO. : 2122084678

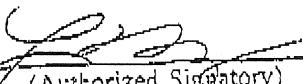
Jul. 27 2006 04:36PM PT

212-949-6310

Prejudice in the form attached hereto as Exhibit A and transmit, by courier, the original
U.S. Copyright Certificate to Counsel for ALIA..

IN WITNESS WHEREOF and intending to be bound, the duly-authorized representatives of the
Parties have executed this Agreement effective as of the date noted above.

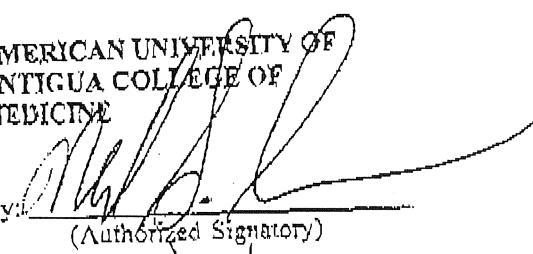
LISA MAZUR d/b/a MAZUR DESIGN

By: 
(Authorized Signatory)

Title: President

Name: Lisa Mazur

Date: 7/27/06

AMERICAN UNIVERSITY OF
ANTIGUA COLLEGE OF
MEDICINEBy: 
(Authorized Signatory)

Title: President

Name: Neal S. Simon

Date: 08/10/06

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
LISA MAZUR d/b/a LISA MAZUR DESIGN, :
: Plaintiff, :
: :
-v- : :
: :
: : ORDER
AMERICAN UNIVERSITY OF ANTIGUA :
COLLEGE OF MEDICINE, :
: :
Defendant. :
-----X

Proposed Order
(Fed. R. Civ. P. 41 (a)(1)(ii))

The Court has reviewed the Stipulation set forth and the terms and conditions of the Settlement Agreement transmitted with this Order, and the same being incorporated in this Order as if fully set forth herein. Good cause appearing:

IT IS HEREBY ORDERED that:

1. The above-captioned Action, is hereby dismissed with prejudice;
2. The dismissal is expressly conditioned upon the terms and conditions set forth in the Settlement Agreement annexed hereto, and which is hereby incorporated into this Order;
3. This Court retains jurisdiction of this Action for the purpose of taking any measure needed to enforce the terms of the above-referenced and incorporated Settlement Agreement; and
4. Except as may be otherwise provided for in the Settlement Agreement, each party is to bear its own costs.

SO ORDERED:

Dated: _____

By:

RICHARD J. HOLWELL, USDJ